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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Sanrio Company, Ltd. and Sanrio, Inc.,

Plaintiffs,

v.

Cosmetics & More Inc., Bebella Inc.,
Esmeralda Hernandez, and Does 1
through 10, inclusive,

Defendants.

Case No.: 2:23-cv-10198-RGK-DFM

~~[PROPOSED]~~ CONSENT DECREE
AND PERMANENT INJUNCTION
AS TO DEFENDANT COSMETICS
& MORE INC. [34]

The Court, having read and considered the Joint Stipulation for Entry of Consent Decree and Permanent Injunction that has been executed by Plaintiffs Sanrio Company, Ltd. and Sanrio, Inc. (collectively “Plaintiffs”) and Defendant Cosmetics & More Inc., Bebella Inc., and Esmeralda Hernandez (collectively “Defendants”) in this action, and good cause appearing therefore, hereby:

ORDERS that based on the Parties’ Stipulation and only as to Defendant Cosmetics & More Inc., its successors, heirs, and assignees, this Consent Decree and Permanent Injunction shall be and is hereby entered in the within action as follows:

- 1) This Court has jurisdiction over the parties to this action and over the subject matter hereof pursuant to 17 U.S.C. § 101 *et seq.*, and 28 U.S.C. §§ 1331 and 1338. Service of process was properly made against Defendant Cosmetics & More Inc.
- 2) Plaintiffs have expended considerable resources in the creation and commercial exploitation of their copyrightable and trademarkable property, and as a consequence thereof, have acquired intellectual property rights, including but not limited to those rights listed in Exhibits A-B (“Plaintiffs’ Properties”).
- 3) Plaintiffs have alleged that Defendant Cosmetics & More Inc., and others, have made unauthorized uses of Plaintiffs’ Properties or substantially similar likenesses or colorable imitations thereof.

1 4) Defendant Cosmetics & More Inc. and its agents, servants, employees,
2 representatives, successor and assigns, and all persons, firms, corporations or other
3 entities in active concert or participation with them who receive actual notice of the
4 Injunction are hereby restrained and permanently enjoined from infringing – directly,
5 contributorily or vicariously – or enabling, facilitating, permitting, assisting, soliciting,
6 encouraging, inducing, authorizing, aiding or abetting, materially contributing to, or
7 persuading anyone to infringe in any manner Plaintiffs’ Properties, including, but not
8 limited to, manufacturing, importing, distributing, advertising, selling, offering for
9 sale, any unauthorized product which features any of Plaintiffs’ Properties
10 (“Unauthorized Products”), and, specifically:

- 11 a) Importing, manufacturing, distributing, advertising, selling, offering for sale, the
12 Unauthorized Products or any other unauthorized products which picture,
13 reproduce, copy or use the likenesses of or bear a substantial similarity to any of
14 Plaintiffs’ Properties;
- 15 b) Importing, manufacturing, distributing, advertising, selling, offering for sale,
16 renting or offering to rent in connection thereto any unauthorized promotional
17 materials, labels, packaging or containers which picture, reproduce, copy or use
18 the likenesses of or bear a confusing similarity to any of Plaintiffs’ Properties;
- 19 c) Engaging in any conduct that falsely represents that, Defendant Cosmetics &
20 More Inc. or the products sold by Defendant Cosmetics & More Inc., are
21 connected with Plaintiffs, are sponsored, approved or licensed by Plaintiffs, or
22 are affiliated with Plaintiffs; or
- 23 d) Affixing, applying, annexing or using in connection with the importation,
24 manufacture, distribution, advertising, selling, offering for sale, or other use of
25 any goods or services, a false description or representation, including words or
26 other symbols, that falsely describes or represents such goods as being those of
27 Plaintiffs.
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1 5) In the event of a breach of the Release and Settlement Agreement dated and
2 effective June 14, 2024, Plaintiffs are entitled to, and shall recover jointly from
3 Defendant Cosmetics & More, Inc. and the other corporate defendant, the sum of Two
4 Hundred Thousand U.S. Dollars (\$200,000.00). Each side shall bear its own fees and
5 costs of suit.

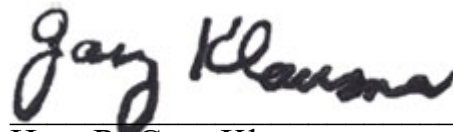
6 6) Except as provided herein, all claims alleged in the Complaint are dismissed
7 without prejudice as to Defendant Cosmetics & More Inc.

8 7) This Consent Decree and Permanent Injunction shall be deemed to have been
9 served upon Defendant Cosmetics & More Inc. at the time of its execution by the
10 Court.

11 8) The Court finds there is no just reason for delay in entering this Consent Decree
12 and Permanent Injunction and, pursuant to Rule 54(a) of the Federal Rules of Civil
13 Procedure, the Court directs immediate entry of this Consent Decree and Permanent
14 Injunction against Defendant Cosmetics & More Inc.

15 9) The Court shall retain jurisdiction over all Defendants, Cosmetics & More Inc.,
16 Bebella Inc., and Esmeralda Hernandez, and of this action to entertain such further
17 proceedings and to enter such further orders as may be necessary or appropriate to
18 implement and enforce the provisions of this Consent Decree and Permanent
19 Injunction or of the Parties' Release and Settlement Agreement dated and effective
20 June 14, 2024.

21 DATED: 7/10/2024



Hon. R. Gary Klausner
United States District Judge

1 PRESENTED BY:

2 Wang Law Corporation

3
4 By: _____
5 Annie S. Wang-Poloskov
6 J. Andrew Coombs, Of Counsel
7 Attorneys for Plaintiffs
8 Sanrio Company, Ltd. and Sanrio, Inc.

9 Burkhalter Kessler Clement & George LLP








10 By: _____
11 Rosamund Lockwood
12 Amanda Dwight
13 Attorneys for Defendants
14 Cosmetics & More Inc., Bebella Inc.,
15 and Esmeralda Hernandez
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EXHIBIT A**SANRIO CO.'S COPYRIGHTED DESIGNS**


Copyright Registration	Title of Work (Character)
TX 3-769-888	SANRIO 1993 Product and Sales Promotion Catalog
VA 52-941	Hello Kitty Bus Stop Seal Set
VA 130-419	MY MELODY, a bunny with hood
VA 130-421	Patty & Jimmy
VA 130-422	LITTLE TWIN STARS, a boy and girl with star background
VA 148-624	Hello Kitty, Little Twin Stars, My Melody and Robby Rabbit Independence Day Stickers (Supplement)
VA 148-625	Tuxedo Sam
VA 148-778	MY MELODY AND FRIENDS FRAGRANT STICKERS
VA 148-780	Hello Kitty Notebook
VA 246-420	Hello Kitty with Teddy Bear Stickers
VA 246-421	Little Twin Stars
VA 636-579	KeroKeroKeroppi
VA 636-580	Pochaco
VA 636-581	Zashikibuta
VA 636-582	Pekkle
VA 657-748	KOBUTA NO PIPPO
VA 707-212	KeroKeroKeroppi
VA 811-440	Bad Badtz Maru
VA 840-494	Winkipinki
VA 840-495	Monkichi
VA 840-496	Picke Bicke
VAu 498-617	Chococat
Vau 531-649	Hello Kitty Head Dress 2001
Vau 655-028	THE RUNABOUTS – 2001
VAu 684-322	Sanrio 2005 Character Guide
VAu 1-078-385	Sanrio 2010 Character Guide
VAu 1-223-912	Sanrio Character Mini Brochure 2015
VAu 1-307-709	AGGRETSUKO/AGGRESSIVERETSUKO
VA 1-296-111	CHARMMY KITTY / August 04
VA 1-296-115	2004 – 100 Characters
VA 1-303-873	DOKIDOKI HOTDOG / THE CHILI PEPPER TRIO / CATALOG EVERYDAY 5 MAY 2003
VA 1-303-874	Character Merchandising
VA 1-306-618	Pompommuffin
VA 1-342-774	SANRIO 2005 KEROPPI STYLE GUIDE
VA 1-342-775	Sanrio 2002 Hello Kitty Style Guide
VA 1-370-020	PANDAPPLE(INTRO), FROOLIEMEW(FANCY), CHOCOCAT(DOT)/SANRIO 2005 PRODUCT CATALOG AUG NEW
VA 1-370-517	Cotton Flower Summer 2006 Catalog No. 0602
VA 1-370-518	COTTON FLOWER SPRING 2006 CATALOG NO. 0601
VA 1-370-524	MY MELODY&KUROMI(flower);HELLO KITTY(bee bear) Everyday Catalog December 2005

1	VA 1-370-525	CHARMMY KITTY (honey); KUROMI; SUGARBUNNIES; HELLO KITTY(jewel) Everyday Catalog 2005
2	VA 1-416-373	keepin' it green (KEROPPI)
3	VA 1-416-374	TENORIKUMA(BLUE CAFE), MY MELODY(HEART), KUROMI(KUROMI5), CHARMMY KITTY(RABBIT), HELLO KITTY(LOGO) EVERYDAY CAT.JUNE 2006
4	VA 1-416-375	MASYUMARU(INTRO); CINNAMOROLL(SPORT); SUGARBUNNIES(DOUGHNUTS); CHARMMYKITTY(RABBIT); LITTLE TWIN STARS(STARS); HELLO KITTY(BEAR); EVERYDAY CATALOG JULY 2006
5	VA 1-417-422	COTTON FLOWER FALL-WINTER 2006 CATALOG NO. 0603
6	VA 1-434-208	Little Twin Stars with Unicorn Stickers (Supplement)
7	VA 1-434-209	Hello Kitty, Little Twin Stars, My Melody and Robby Rabbit Independence Day Stickers
8	VA 1-434-211	Hello Kitty with Teddy Bear Stickers (Supplement)
9	VA 1-352-721	Keroppi / Little Frog...Big Splash
10	VA 1-755-622	HELLO KITTY & DAISY
11	VA 1-962-577	Gudetama Clear Folder
12	VA 1-962-588	KIRIMICHAN stickers
13	VA 1-962-589	KIRIMICHAN clear folder
14	VA 1-967-937	Strawberry News No. 548/ Introducing Kirimichan and Gudetama, et al.
15	VA 1-967-946	GUDETAMA Fan Book
16	VA 1-967-947	Gudetama Philosophy
17	VA 2-070-761	MY MELODY PYOCONORU
18	VA 2-070-765	POMPOMPURIN PYOCONORU
19	VA 2-070-766	HELLO KITTY PYOCONORU
20	VA 2-090-677	AGGRETSUKO/AGGRESSIVERETSUKO Book of Phrases and Expressions
21	VA 2-102-318	AGGRETSUKO/AGGRESSIVERETSUKO: Smartphone Application Stamp Images
22	VA 2-254-294	Kuromi
23	VA 2-272-291	Kuromi Emojis
24	VA 2-285-309	Sanrio Characters (Cartoon)

EXHIBIT B**SANRIO CO.'S TRADEMARKS**

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
HELLO KITTY	1215436	11/09/1982
HELLO KITTY	1279486	5/29/1984
HELLO KITTY	4845723	11/3/2015
HELLO KITTY	4845735	11/3/2015
HELLO KITTY	4845741	11/03/2015
HELLO KITTY	4850599	11/10/2015
HELLO KITTY	4850604	11/10/2015
HELLO KITTY	4850605	11/10/2015
HELLO KITTY	4850607	11/10/2015
HELLO KITTY	4850610	11/10/2015
HELLO KITTY	4850599	11/10/2015
HELLO KITTY	4858326	11/10/2015
	1200083	7/6/1982
	1277721	5/15/1984
	4818053	9/22/2015
	4845781	11/3/2015
	4845782	11/03/2015
	4854845	11/17/2015
	4858350	11/24/2015

1		4858352	11/24/2015
2			
3		4858353	11/24/2015
4			
5		4869889	12/15/2015
6			
7		3260858	7/10/2007
8			
9		3272377	7/31/2007
10			
11		3359800	12/25/2007
12			
13		3362512	1/1/2008
14			
15		3362514	1/1/2008
16			
17		3445304	6/10/2008
18			
19		2691283	2/25/2003
20			
21		2693638	3/4/2003
22			
23		2696063	3/11/2003
24			
25		2845115	5/25/2004
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Sanrio	4850564	11/10/2015
Sanrio	4850574	11/10/2015
Sanrio	4850578	11/10/2015
Sanrio	4850579	11/10/2015
Sanrio	4854800	11/17/2015
Sanrio	4854807	11/17/2015
KUROMI	3693052	10/6/2009
KUROMI	3861200	10/12/2010
KUROMI	6666138	3/8/2022
KUROMI	6817674	8/16/22
	7139788	8/15/2023
MY MELODY	1210192	9/28/1982
MY MELODY	1305637	11/20/1984
CINNAMOROLL	2952634	5/17/2005
POCHACCO	1985358	7/9/1996
POCHACCO	2236507	4/6/1999